

19. **Approve Amendment #1 to PS-567-00/BJC – Preliminary Engineering and Final Design and Environmental Permitting Services for Bunnell Road, with Inwood Consulting Engineers, Orlando (\$40,000.00) (Replace Exhibit C – Hourly Rates).**

PS-567-00/BJC provides for preliminary engineering and final design and environmental permitting services for Bunnell Road including considerations for social and environmental effects. Amendment #1 will provide for additional design, permitting and environmental services necessary to revise the original design plan to include the relocation of approximately 1500-feet of 8-inch water main. Inwood Consulting Engineers has requested an increase to the Hourly Rates – Exhibit C. The following is a summary of the cost of the contract:

Original Contract Sum	\$512,500.00
Add Amendment #1	<u>40,000.00</u>
Revised Contract Sum	\$552,500.00

Funds are available in account number 087816-56065000 (W/S 21M Debt Proceeds, Construction in Progress) CIP #DF85613X. Environmental Services/PEI and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment.

**FIRST AMENDMENT TO CONSULTANT SERVICES (PS-567-00/BJC)  
BUNNELL ROAD**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 8<sup>th</sup> day of August, 2000 between **INWOOD CONSULTING ENGINEERS, INC.**, whose address is 3504 Lake Lynda Drive, Suite 410, Orlando, Florida 32817, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the CONSULTANT and COUNTY entered into the above-referenced Agreement on August 8, 2000, for project planning, preliminary engineering and environmental analysis for Bunnell Road from West Towne Parkway to Eden Park Avenue in Seminole County; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 5 of the Agreement is amended to read:

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the

applicable Work Order amount shall include any and all reimbursable expenses. The total compensation paid to the CONSULTANT under the terms of this Agreement, including reimbursable expenses, shall not exceed the sum of FIVE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$552,500.00).

2. Exhibits "A" and "C" of the Agreement are amended by the addition of Exhibits "A" and "C" attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

INWOOD CONSULTING ENGINEERS, INC.

\_\_\_\_\_  
ANDREW D. DEWITT, P.E.  
Vice-President

By: \_\_\_\_\_  
ALEX B. HULL, P.E.  
President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
10/10/02  
lam-ps-567

**Engineering Services Proposal  
for  
BUNNELL ROAD WATER MAIN RELOCATION**

**Seminole County Environmental Services**

*August 14, 2002*

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**INTRODUCTION**

Seminole County Environmental Services (the "County") has an existing water main along Bunnell Road which is scheduled to be widened by Seminole County Public Works. Engineering design of the proposed roadway improvements is currently being completed. The County's existing water main is in conflict with a portion of the proposed road improvements or will be under the finished pavement. Therefore, relocation of all or a portion of the existing water main is necessary. Seminole County Environmental Services has requested that Inwood Consulting Engineers, Inc. complete the engineering services for relocation of the existing water main. These services will include design, permitting, bidding, and construction services for the relocated water main. It is anticipated that the water main relocation will consist of approximately 1,500 feet of 8-inch water main. The roadway construction plans will be used as base sheets for the development of the water main relocation plans. It is also assumed that the water main construction will be bid as part of the road construction contract.

The fee proposal outlined below presents the scope of work, estimated fees, and completion schedule for the necessary engineering services related to the final design, preparation of contract documents, permitting, bidding, and construction services for the proposed water main relocation.

**SCOPE OF SERVICES**

**A. Final Design, Preparation of Contract Documents, and Permitting**

The following details the specific task assignments for the final design, preparation of the contract documents, and permitting of the proposed water main improvements.

**1. Preparation of Construction Drawings**

The Engineer will prepare such construction Drawings as necessary to depict and describe the water transmission main construction in a clear and concise manner. The Drawings will be prepared in an electronic format using the road construction plans as base sheets for design development. The water main drawings will be developed in a plan and profile sheet format.

The following sheets are anticipated to be included in the Drawing set:

- a. Cover sheet
- b. General Information and General Notes Sheets (2 sheets)
- c. Plan and Profile Sheets, (4 sheets)
- d. Miscellaneous Details (2 sheets)

The Engineer will submit five sets of plans (11"x17" format) to the County for review at the 75%, and 100% completion levels. The County will review the plans and provide review comments to the Engineer. The Engineer will address all County comments.

## **2. Preparation of Specifications**

The Engineer will prepare technical specifications, bid form, and measurement and payment section for the utility construction project. The technical specifications and related documents will be packaged with the County's standard front-end documents for the construction contract. The County will provide a set of front-end documents specifically tailored for this project.

## **3. Preparation of Permit Applications**

The Engineer will prepare and submit an FDEP construction permit application for the proposed water main improvements. The Engineer will pay for the permitting fees and will be reimbursed by the County.

## **4. Quantities, Bid Forms, and Cost Estimates**

The Engineer shall perform a detailed quantity take-off at the 100% completion level for the project and will prepare bid forms and a cost estimate. The cost estimate will be submitted to the County with the final documents.

## **5. Coordination/Meetings**

The Engineer will coordinate the work elements of this project with the County as described herein and will attend four meetings during design phase; at project initiation, at two intermediate design completion levels to be determined by County and Engineer, and at 100% submittal review.

## **B. Bidding Phase**

The following scope of services outlines the tasks to be completed by the Engineer to assist the

County during project bidding. For preparation of this proposal, it is assumed that the water main project will be bid as part of the road construction project. The County will advertise the construction project and distribute bidding documents. The Engineer will coordinate the final packaging of the documents with Seminole County Purchasing and will provide 25 copies of plans and one set of originals and one disk copy of the specifications to the County Purchasing Department for distribution to the bidders.

## **6. Attend Pre-Bid Conference**

The Engineer will attend a Pre-Bid Conference to meet and discuss the proposed construction project with all prospective bidders. Questions regarding the proposed construction project will be recorded at the meeting and addressed in writing following the meeting. A summary of meeting notes with questions and answers outlined will be prepared and submitted to the County for distribution to the bidders.

## **7. Bidders' Questions and Addenda**

The Engineer will answer questions from bidders, provide clarifications, and prepare technical responses to be included in addenda. The technical responses will be submitted to the County. The County will package the technical responses into addenda documents and provide a copy of the addenda to all plan holders.

## **8. Bid Evaluation and Recommendation of Award**

The Engineer will perform a bid evaluation after receipt of the bids. This bid evaluation will include a tabulation of bids, plus a detailed review of the bid package from the lowest bidder. The review of the lowest responsive bid will include an inspection of the bid package for completeness, errors and omissions, evaluation of the listed experience on similar projects, evaluation of other submitted data and review of the references of the lowest bidder. Following bid evaluation, the Engineer will prepare and submit a recommendation of contract award to the County.

## **Construction Phase**

The Engineer will provide basic general services during construction of the water main improvements. For preparation for this proposal, it is assumed that the water main project will be constructed by the roadway contractor as part of the road construction contract. The following Scope of Work to be completed during construction is based on the assumption that the construction period from Notice-to-Proceed to final completion of construction will be three (3) months. During construction phase, the following scope of work will be performed.

## **9. Preparation of Conformed Documents**

The Engineer will prepare conformed Contract Documents after the contract has been awarded and the front-end documents have been executed by the Contractor and the County. While conforming the Contract Documents, the Engineer will perform the following tasks:

- After execution of the Documents by Contractor and County, the Engineer will collate the Documents and package them into the Project Manuals.
- The Engineer will conform the Contract Documents with respect to any addenda that were issued during bidding phase.
- After the Documents have been conformed, eight (8) sets will be submitted to the County staff and four (4) sets will be submitted to the Contractor for their use and distribution.

## **10. Attend Pre-construction Conference**

The Engineer will attend and a pre-construction conference to be conducted by Seminole County Public Works for the road construction project. During the conference, the Engineer will record meeting minutes related to the water main construction. After the conference is completed, the Engineer will formalize the minutes and transmit them to the County.

## **11. Shop Drawing Review**

The Engineer will review shop drawings submitted by the Contractor. Activities for this task include maintaining a submittal log/record, reviewing shop drawings, providing review comments, and transmitting copies of reviewed shop drawings to the County staff and the Contractor. The Engineer will determine the acceptability of substitute materials proposed by the Contractor.

## **12. Progress Meetings**

The Engineer will attend progress meetings held by the County of Contractor during project construction. During the meeting, the Engineer will record meeting minutes related to the water main construction. Following the meeting, the Engineer will prepare meeting minutes for submittal to the County.

## **13. Construction Observation**

For the duration of the project, commencing from the time which the Contractor begins construction activities at the site, the Engineer will perform part-time resident construction observation of the construction activities. The Engineer will observe the construction activities and progress for

compliance with the Contract Documents and inform the County of observed deficiencies. Part-time construction observation services provided under this proposal is based on completing 12 site visits total.

#### **14. General Coordination Activities/Technical Assistance**

The Engineer will provide technical assistance to the Contractor and County representatives during project construction to provide clarifications and interpretation of the Drawings and Specifications and to resolve technical issues or conflicts which may arise, and will provide general coordination tasks between County representatives, Contractor, State regulatory agencies, and other parties or entities as necessary. The Engineer will prepare sketches and drawings to resolve actual field conflicts if necessary. The Engineer will also provide technical assistance to resolve any unforeseen conditions which may arise during construction and will make unscheduled site visits. Furthermore, the Engineer will provide assistance in claims negotiation and dispute resolution. Additionally, the Engineer will assist the County with the review, negotiation, and preparation of change orders.

#### **15. Substantial Completion Inspection**

The Engineer will perform site inspections at substantial completion. The inspection will include a "walk through" of the entire project, formation of a punch list for deficient work and formalization and transmittal of the punch list to the Contractor and County representatives.

#### **16. Preparation of Record Drawings**

The Engineer will obtain redline as-built drawings from the Contractor and will prepare as-built drawings on the information received from the Contractor. The Engineer will not perform any specialized services to verify the as-builts received from the Contractor. The as-built drawings will be prepared on mylar originals. The Engineer will submit one set of as-built mylar originals, three sets of as-built blueprints, and one set of electronic files on disk to the County.

#### **17. Certification of Completion**

The Engineer will prepare and submit a Certification of Completion for the project to FDEP when the project is completed. If necessary, the Engineer will process partial Certifications of Completion when construction sequencing dictates.

### **SEMINOLE COUNTY RESPONSIBILITIES AND ACTIVITIES**

Seminole County will provide the following information or will perform the following activities:



1. Review of the Contract Documents at the 75%, and 100% design levels and submittal of review comments to the Engineer
2. Provide project standard front-end documents for the project manual.

### **SCHEDULE**

The services described above will be completed in accordance with the following summary.

1. Submittal of Contract Documents at 75% completion will be within 30 days after receiving Notice-to-Proceed.
2. Submittal of Contract Documents at 100% completion will be within 14 days after receiving the County's review comments for the 75% plans.
3. Completion of Construction Phase Services will be at a schedule consistent with the progress of the construction activities.

# Inwood CONSULTING ENGINEERS

Civil • Environmental • Transportation

870 Clark Street Oviedo, Florida 32765 Business: (407) 971-8850 Fax: (407) 971-8955

## BUNNELL ROAD WATER MAIN CONTRACT # PS-567-00/BJC

### Wage Rate Data

Employee Category	Hourly Rates	Overhead Multiplier	Profit Margin	Final Hourly Rates
Principal	\$42.00	2.62	11%	\$121.80
Project Manager	\$38.75	2.62	11%	\$112.38
Senior Engineer	\$36.00	2.62	11%	\$104.40
Project Engineer	\$26.33	2.62	11%	\$76.36
CADD Designer	\$22.00	2.62	11%	\$63.80
CADD Drafter	\$18.00	2.62	11%	\$52.20
Clerical / Administrative	\$14.00	2.62	11%	\$40.60

I certify that the above multiplier and salary information is true and accurate as of October 30, 2002.

\_\_\_\_\_  
Alex B. Hull, President

\_\_\_\_\_  
Date